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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

CHRISTENSEN JAMES & MARTIN
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EMPLOYEE PAINTERS' TRUST;
PAINTERS AND FLOORCOVERERS
JOINT COMMITTEE; PAINTERS,
GLAZIERS AND FLOORCOVERERS
JOINT APPRENTICESHIP AND
JOURNEYMAN TRAINING TRUST;
PAINTERS ORGANIZING FUND;
PAINTERS, GLAZIERS AND
FLOORCOVERERS SAFETY TRAINING
TRUST FUND; SOUTHERN NEVADA
PDCA/FCA INDUSTRY PROMOTION
FUND, by and through their designated
fiduciary John Smirk; INTERNATIONAL
UNION OF PAINTERS AND ALLIED
TRADES INDUSTRY PENSION FUND;
FINISHING CONTRACTORS INDUSTRY
FUND; PAINTERS AND ALLIED TRADES
LABOR MANAGEMENT COOPERATION
INITIATIVE, by and through their designated
fiduciary, Gary Meyers,

Plaintiffs,

vs.

PRACTICAL FLOORING, INC., a Nevada corporation; DANETTE LEE ROYBAL, an individual; LEO BERNARD ROYBAL, JR., an individual; INTERNATIONAL FIDELITY INSURANCE COMPANY, a New Jersey corporation; AMERICAN CONTRACTORS INDEMNITY COMPANY, a California corporation; PLATTE RIVER INSURANCE COMPANY.

CASE NO.: 2:14-cv-01948-RFB-CWH

**STIPULATION AND ORDER TO
DISMISS MGM RESORTS
INTERNATIONAL WITHOUT
PREJUDICE**

1 a Wisconsin corporation; AUSTIN
2 GENERAL CONTRACTING, INC., a
3 Nevada corporation; MGM RESORTS
INTERNATIONAL, a Delaware corporation;
DOES I-X, inclusive; ROE ENTITIES I-X,
inclusive,

4
5 Defendants.
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7 The Plaintiffs identified above (hereinafter “Plaintiffs” or “Trusts”), acting by and
8 through their attorneys, Christensen James & Martin, and the Defendant MGM RESORTS
9 INTERNATIONAL (“MGM”), acting by and through its attorneys, Snell & Wilmer, hereby
10 Stipulate and Agree (“Stipulation”) as follows:

11 1. Plaintiffs and Practical Flooring, Inc. have executed settlement documents
12 (“Settlement”), effectively resolving all claims asserted in this Case. The Settlement calls for
13 Practical Flooring, Inc. (“Practical Flooring”) to perform certain acts on or before the date of
14 **April 1, 2017.** A stipulation and order to stay the case through that same date was filed on
15 March 9, 2015 [Doc. 5].

16 2. The claims asserted against MGM are dismissed without prejudice.

17 3. MGM recognizes that the filing of the Complaint in this matter tolled the
18 applicable statute(s) of limitation and agrees that the applicable statute(s) of limitation shall
19 remain tolled pending Practical Flooring’s performance under the Settlement, despite the fact
20 that MGM has been dismissed without prejudice.

21 4. Upon full performance by Practical Flooring of all acts required by the
22 Settlement, the Plaintiffs and MGM shall file a stipulation of dismissal with prejudice.

23 5. Each Party shall bear its own attorney’s fees and costs incurred to date.

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1 CHRISTENSEN JAMES & MARTIN

2 By: /s/ Wesley J. Smith
Wesley J. Smith, Esq.
Attorneys for Plaintiffs

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4 Date: March 11, 2015.

SNELL & WILMER, LLP

By: /s/ Marek P. Bute
Marek P. Bute, Esq.
*Attorneys for MGM Resorts
International*

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6 Date: March 11, 2015.

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8 **IT IS SO ORDERED.**

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10 DATED and done this 18th day of March, 2015.



11 Submitted by:
12 CHRISTENSEN JAMES & MARTIN
13 By: /s/ Wesley J. Smith
14 Wesley J. Smith, Esq.
Nevada Bar No. 11871
Attorneys for Plaintiffs

RICHARD F. BOULWARE, II
United States District Judge